**Rental agreement**

concluded pursuant to Section 2201 et seq. of Act No. 89/2012 Coll. as amended by the Civil Code

(hereinafter referred to as the **"Agreement"**)

# Contracting parties

## Lessor:

Bosch Powertrain s.r.o.

having its registered office at Pávov 121, 58601 Jihlava

represented by: Rajendra Basavaraju, Managing Director

Ralph Klaus Carle, Managing Director

ID no.: 46995129

VAT ID: CZ46995129

Bank details: Citibank Europe plc.

Bank account no.: 2029260200/2600

Contact person:

E-mail: ivo.kolacek@cz.bosch.com

 Phone: +420(730)847701

Registered: Brno Regional Court, reference C 8864

 (hereinafter referred to as "**Lessor**")

## Lessee:

Statutární město Jihlava (Statutory Town of Jihlava)

with its registered office in Masarykovo nám. 97/1, 586 01 Jihlava,

 represented by Deputy Mayor **Radek Popelka, MBA**

ID no.: 002 86 010

 VAT ID no. CZ00286010

 (hereinafter referred to as "**Lessee**")

The Lessor and the Lessee also individually as a "**Contracting Party**" or jointly as "**Contracting Parties**".

## In technical matters, the authorised employee Ing. Ivo Koláček tel. 730847701 acts on behalf of the Lessor.

## In technical matters, an authorised employee of the Municipality of Jihlava, Technical Services Department, Water Management Department, tel. 565 592 530, 565 592 534 acts on behalf of the Lessee.

# 2. Rental object

1. The Lessor is the owner of the property in the cadastral area of Pávov, plot no. 468 - water area, with a registered area of 2672 m2, registered in the land register at the cadastral office for the Vysočina region, cadastral office Jihlava, on the title deed no. 3018.
2. The Lessor shall provide the Lessee with the property specified in Section 2.1 of this Agreement and described in more detail in **Annex 1** to this Agreement (hereinafter referred to as the **"Rental object"**) for the purpose of discharging dirty and precipitation water from the public mixed water sewerage system into a surface water. The Lessee has become aware of the condition of the leased property and the Lessor has declared that the leased property can be used within the scope of this Agreement. The Lessor does not provide any guarantees for the Rental object.
3. The Lessee undertakes to pay the Lessor the rent agreed in this Agreement.

# 3. Rental period and handover

1. This Agreement is concluded for a fixed term of 10 years from the date of handover of the Rental object. The Lessor has the right to terminate the contract without giving reasons with one year's notice. Each Contracting Party shall be entitled to terminate this contract subject to a notice period of one year if the other Contracting Party is in material breach of its obligations under the contract and the breach is not remedied even after prior written notice. In both cases, the notice period begins on the first day of the month following the delivery of the written notification to the other Contracting Party.
2. The Rental object must be handed over no later than 31 December 2024 and for this purpose the sample of the handover protocol, which forms Annex 2 to this Agreement, must be used. The handover protocol is concluded in writing and signed by both parties. Any defects in the Rental object will be recorded in the handover protocol.

# 4. Rent

* 1. The annual rent for the leased property is agreed in the amount of CZK 0.40/m², i.e. CZK 1,068.80 per year for the entire leased property plus the applicable VAT rate pursuant to Act No. 235/2004 Coll. on Value Added Tax, as amended at the time of the tax return (hereinafter referred to as the "**Rent**").
	2. The Parties have agreed that the rent shall be paid by the Lessee to the Lessor's bank account (account number 2029260200/2600) by the due date of 31 March of each year of the term of the agreement at the latest on the basis of an invoice issued by the Lessor (the variable symbol is the invoice number).
	3. Payment means the crediting of the rental amount to the Lessor's bank account.

* 1. Due to the fact that this Agreement will enter into force in 2024, the Parties have agreed that the amount of the rent + the corresponding VAT rate for 2024 will be a *pro rata part*, provided that each month will have 30 days and the entire calendar year will have 360 days. This also applies if the Agreement is terminated during the year.

# 5. Rights and obligations of the Contracting parties

5.1. The Lessee undertakes to properly maintain the Rental object, in particular to carry out ongoing maintenance and all minor repairs at his own expense. In particular, the Lessee is responsible for the proper maintenance of the Rental object in technical and operational terms and for compliance with generally binding regulations and individual administrative acts relating to the Rental object in accordance with the Handling and operating regulations, which form Annex 3 to this Agreement (hereinafter referred to as the "**Handling and operating regulations**").

5.2. Any investment projects with regard to the Rental object shall be governed by a separate written agreement between the two Contracting Parties, but shall always be treated in accordance with this Agreement, unless the Contracting Parties expressly agree otherwise in writing.

5.3. For the purposes of this Agreement, routine maintenance means in particular:

* Cleaning of drain pipes
* Maintenance of the outlet device
* Maintenance of riparian vegetation and lawn mowing - removal of overgrown and dry woody vegetation from the dam body, the banks and the immediate surroundings of the reservoir.
	1. The Lessee must inform the Lessor immediately of any imminent damage to the Rental object and make every reasonable effort to prevent damage to the Rental object.
	2. The Lessee undertakes to make a valid decision on the *management of surface water for water accumulation* no later than 6 months after signing this Agreement. In addition, the Lessee undertakes to secure the approval of the handling and operating regulations, the draft of which is attached to this agreement as *Annex 3* , by submitting an application to the competent water authority within 6 months of signing this Agreement. The Lessor declares that he has provided the Lessee with the current waterworks passport (in Czech: pasport vodního díla) for this purpose.
	3. The Lessor authorises the Lessee by a Power of attorney, the wording of which is attached to this Agreement as Annex 4, to represent the Lessee in obtaining a water management permit for the water collection and approval of the handling and operating regulations, including obtaining the necessary representations, only to the extent necessary for such issuance and in accordance with this Agreement.

* 1. The Lessee undertakes to inspect the waterworks at least once a month (in particular: Checking the technical condition of the objects, the occurrence of cracks or leaks, the filling level, the flow rate - the form for completing the tours is attached to this Agreement as *Annex 5*) and carrying out a technical safety inspection once every 10 years in the presence of the corresponding water authority. The Lessee further undertakes to provide the Lessor with copies of the laboratory results of all water withdrawals made in accordance with the relevant water law permit for the discharge of waste water into surface waters.
	2. The Lessee and the Lessor have also agreed on a joint visit to the waterworks (Rental object), which should take place every two years.
	3. The Lessee is obliged to maintain liability insurance with sufficient coverage for the entire duration of the Agreement.
	4. The Lessee may only sublet the Rental object or parts thereof with the prior written consent of the Lessor.

# Other agreements

* 1. The Lessee uses the Rental object at his own expense and risk. The discharge of waste water into the uniform sewerage system of the Lessee, which subsequently discharges into the Rental object, can only be carried out by the currently affiliated companies (i.e. CEMEX Czech Republic, s.r.o.) - betonárna Jihlava, Company ID 15052320; TOPTRANS EU, a.s., Company ID 28202376; Českomoravský beton - betonárna Jihlava, Company ID: 49551272; Pavel Lukáš, IČO 67542018 and PRIMONT, spol. s r.o., IČO: 47912022 in the context of the water capacity of the Rental object. The filling or connection by other third parties requires the prior written consent of the Lessor.
	2. Upon expiry of this Agreement, the Lessee must hand over the Rental object to the Lessor in the same condition in which it was in when it was taken over, taking into account normal wear and tear due to proper use.

# Final provisions

* 1. The Contracting parties declare that they have read this Agreement before signing it, that it was concluded by mutual agreement and on the basis of their true and free will and that they are not aware of any circumstances that would prevent the conclusion of this Agreement.
	2. Amendments to this Agreement may only be validly made in the form of a written amendment signed by authorised representatives of both Contracting parties. The application of Section 562 (1) of Act No. 89/2012 Coll. as amended by the Civil Code is excluded.
	3. This Agreement is drawn up in three copies with the validity of the original (3x Czech version, 3x English version), two of which are intended for the Lessee and one for the Lessor. In the event of any conflict between the Czech and English versions of this Agreement, the Czech version shall prevail.
	4. The Agreement will be terminated automatically if the Rental object is not handed over by 31.12.2024.
	5. This Agreement comes into force on the day it is signed by the authorised representatives of the Contracting parties.
	6. This Agreement was approved by the Council of the City of Jihlava at its 48. session on 9. 5. 2024 by decision No. 2190/24-RM.

Attachments: Annex 1 – Rental object

 Annex 2 - Sample handover protocol

 Annex 3 – Handling and operating regulations

 Annex 4 - Power of attorney

 Annex 5 – Form for filling out regular pond tours

Jihlava, on 26.7.2024 Jihlava, on 20.8.2024

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| Bosch Powertrain s.r.o.Rajendra BasavarajuRalph Klaus Carle |  | Radek Popelka, MBADeputy Mayor |